OBJECTION TO DISTRIBUTION OF SALE PROCEEDS TO CITY NATIONAL BANK

of the parties and order of the Court to May 5, 2009.

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As set forth more fully below, the Committee believes that CNB's asserted liens against the Debtor's assets, specifically including its interests in AFE-Pioneer, may be defective. Accordingly, the Court should decline to allow any sale proceeds to be remitted to CNB at this time. At most, such sale proceeds should be segregated pending the determination of the validity of CNB's asserted security interests against the Debtor. The factual assertions set forth herein are supported by the Declaration of Maxim B. Litvak submitted concurrently herewith (the "Litvak Declaration").

I.

INTRODUCTION

The official record of the California Secretary of State (the "Secretary") reveals that CNB's underlying financing statement against the Debtor has been terminated. It appears that two termination statements were filed of record as part of the Debtor's sale earlier this year of two partnership interests. Instead of merely reflecting a release of collateral covering these two pending sales, the termination box was checked on two amendments filed with the Secretary. As a result, the Secretary officially listed CNB's original financing statement as having been terminated. Within a matter of days, CNB filed correction statements in an effort to explain that its security interest had not been terminated, but these efforts were ineffective because the underlying financing statement had already been terminated as a matter of record. CNB also did not file a new financing statement at that time (such filing would have been avoidable in any case as a preferential transfer).

The Committee does not yet know who filed the termination statements at issue or why the termination box was checked. CNB has provided the Committee with documents evidencing that CNB approved the proper forms to be filed releasing only certain specified collateral, and delivered such forms to First American Title Insurance Company ("First American"), the escrow agent for the contemplated asset sales, with authority to file such documents on CNB's behalf. For reasons that are not yet clear, the actual documents that were filed with the Secretary were the same ones approved by CNB, but with the termination box checked (apparently by way of a handwritten addition to the documents). Further investigation and discovery will be required to determine what

The Committee is informed that the sale of the Debtor's general partnership interest in AFE-Pioneer has not yet closed and remains pending. There are no other sales that have been approved by the Court to date.

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exactly happened, but based on the evidence available to date, it is clear that CNB's asserted security interests in the Debtor's assets are very much in doubt. Indeed, the Secretary reflects in the official record that CNB's underlying financing statement has been terminated.

Accordingly, the Committee urges the Court to order that the proceeds of the pending Sale (or any other sale) of the Debtor's assets should not be paid to CNB on account of its prepetition claims at this time. If necessary, such proceeds can be set aside pending further order of the Court. In this regard, it also bears mention that the Court is fully authorized to approve the Sale of the Debtor's interests in AFE-Pioneer (even over CNB's objection), pursuant to section 363(f)(4) of the Bankruptcy Code, because CNB's asserted liens are now the subject of a bona fide dispute.

II.

RELEVANT FACTS

On August 9, 2004, CNB filed a UCC Financing Statement (the "Original Financing Statement") with the Secretary in order to perfect its security interest in "All Inventory, Accounts (Fees Receivable), General Intangibles, Equipment and Chattel Paper" owned by the Debtor. A copy of the Original Financing Statement is attached to the Litvak Declaration as Exhibit A.

In January 2009, the Debtor sold its general partnership interests in Westgate Housing Associates L.P. ("Westgate") and Greenery Housing Associates, L.P. ("Greenery"). On January 8, 2009, Rick Bell, an officer of the Debtor, sent an email to CNB attaching proposed releases of CNB's security interests in Westgate and Greenery and escrow instructions with respect to the contemplated sales of such assets. A copy of this email is attached to the Litvak Declaration as Exhibit B.

Subsequently, CNB delivered correspondence to First American (these documents were also addressed to the Debtor) confirming that CNB would release its security interests in Westgate and Greenery upon payment of the purchase price from the pending sales of these assets. This correspondence is attached to the Litvak Declaration as Exhibit C. As part of such correspondence to First American, CNB expressly "authorize[d] the filing of appropriate amendments" to the Original Financing Statement (emphasis added). CNB has also informed the Committee that amended financing statements, in the form attached to the Litvak Declaration as Exhibit D, were

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also provided by CNB to First American. These forms do not have the termination box checked. Instead, they only have the release of collateral box checked.

On January 28, 2009, two UCC Financing Statement Amendments (the "Termination Statements") referencing the Original Financing Statement were filed with the Secretary. The Termination Statements were identical to the forms previously approved by CNB, but with one glaring difference. Both Termination Statements had the termination box checked, which was followed by standard language stating that: "Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement." A copy of both Termination Statements is attached to the Litvak Declaration as Exhibit E. The Committee does not yet know who filed the Termination Statements, but they were duly recorded by the Secretary as having terminated the Original Financing Statement. A copy of pertinent excerpts of the summary of UCC filings recorded by the Secretary against the Debtor is attached to the Litvak Declaration as **Exhibit F**.

On February 6, 2009, CNB filed two additional UCC Financing Statement Amendments (the "Correction Statements") stating that the Termination Statements were filed without CNB's authority and that CNB had only authorized the release of its security interest in the Debtor's interest in the Westgate and Greenery general partnership interests. Copies of the Correction Statements are attached to the Litvak Declaration as Exhibit G. However, these Corrections Statements were ineffective because the Original Financing Statement had already been terminated. CNB clearly authorized the filing of "appropriate amendments" to the Original Financing Statement. Unfortunately for CNB, the wrong amendments were filed. Under California law, CNB may now have a claim against the party that made such mistake, but from the perspective of this estate, CNB appears to be a mere unsecured creditor. ///

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III.

ARGUMENT

A. The Termination Statements Were Authorized and Effective in Terminating CNB's Security Interests Against the Debtor

Section 9513(d) of the California Commercial Code provides that:

Except as otherwise provided in Section 9510, upon the filing of a termination statement with the filing office, the financing statement to which the termination statement relates ceases to be effective.

Section 9510(a) of the California Commercial Code provides that "[a] filed record is effective only to the extent that it was filed by a person that may file it under Section 9509."

Section 9509(d) of the California Commercial Code provides in pertinent part:

A person may file an amendment other than an amendment that adds collateral covered by a financing statement or an amendment that adds a debtor to a financing statement only if . . . The secured party of record authorizes the filing.

These statutory provisions make clear that a termination statement is effective if it is "authorized" by the secured party -- meaning that a third party with no relationship with the secured party cannot simply file a termination statement because they feel like doing so. Unfortunately, neither the California Commercial Code nor the Uniform Commercial Code, upon which it is based, define the term "authorizes." The Official Comments to section 9509 of the Uniform Commercial Code state in relevant part that: "Law other than this Article . . . generally determines whether a person has the requisite authority to file a record under this section."

As a matter of applicable California law, it appears that CNB authorized its agent, First American, to file "appropriate amendments" to the Original Financing Statement and is now bound by the Termination Statements that were actually filed (even if such filings contain mistakes).

CNB is Bound By the Mistakes of Its Agent While Acting Within the Scope of Such В. **Agent's Authority**

"An agent is one who represents another, called the principal, in dealings with third persons." CAL. CIV. CODE § 2295. "An agent may be authorized to do any acts which his principal might do, except those to which the latter is bound to give his personal attention." CAL. CIV. CODE § 2304.

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Consideration is unnecessary to create an agency. CAL. CIV. CODE § 2308. Finally, "[a]ctual authority is such as a principal intentionally confers upon the agent, or intentionally, or by want of ordinary care, allows the agent to believe himself to possess." CAL. CIV. CODE § 2316.

Here, CNB authorized First American to amend CNB's Original Financing Statement to release CNB's security interests in the Westgate and Greenery assets. First American was acting as the escrow agent in that sale transaction and CNB designated First American as agent for the limited purpose of effectuating the necessary filings. Although the Committee does not yet know who actually filed the Termination Statements, to the extent they were filed by First American, the escrow agent was clearly acting within the scope of its authority and CNB is now responsible for the ramifications of First American's conduct. (CNB may have a claim against the party that wrongfully filed the Termination Statements, but that is not an issue for this estate. See CAL. CIV. CODE § 9625.)

The Ninth Circuit long ago established that an agent's mistake or disregard of the principal's instructions does not take the agent's actions outside the scope of the agent's authority. In Goddard v. Metropolitan Trust Co. of California, 82 F.2d 902 (9th Cir. 1936), a principal authorized an agent to make a loan to a third person and to acquire a security interest in collateral in exchange for the loan. The agent made the loan but failed to acquire the security interest. The principal then sued the agent for conversion for giving away the principal's money without authorization. The court held that while the agent clearly violated the principal's instructions, he was still acting within the scope of his agency, and, therefore, could not be found liable for conversion. *Id.* at 904.

Here, like the agent in Goddard, First American (to the extent that it is the responsible party for the Termination Statements at issue) may have acted contrary to CNB's intentions or even its directions, but it was still acting within the scope of CNB's authorization to file the "appropriate amendments" of the Original Financing Statement. As the Ninth Circuit stated in Goddard, "[t]he complaint shows, not a complete departure from the agent's authority, but a mere violation of the principal's instructions regarding the manner in which the authority should be exercised." Goddard, 82 F.2d at 904. That may be precisely what happened here. First American was supposed to file amendments to the Original Financing Statement releasing certain specified collateral in accordance

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with CNB's direction, but First American may have made the mistake of filing the Termination Statements instead. Under Goddard, this mistake does not render the action unauthorized.

Other cases bolster the point. For example, in Morrow Crane Co. v. Affiliated FM Ins. Co., 885 F.2d 612 (9th Cir. 1989), an agent violated his principal's instructions by contracting to have cranes shipped above deck, instead of below deck. The court held that although the agent had botched the job, the principal nonetheless remained bound by the agent's contract with the shipper because the agent entered into the contract while performing the assigned task of arranging shipment. Id. at 615. The same is true here. Even though First American may have checked the wrong box, CNB remains bound because First American was performing its assigned task of amending the Original Financing Statement.

Finally, in Smith v. Deutsch, 89 Cal.App.2d 419, 425 (Cal. Ct. App. 1949), the court stated:

It is not necessary that a specific act, or failure to act, be authorized as such by the principal to bring it within the scope of the agent's authority. It is within the scope of his authority if it is done while the agent is engaged in the transaction of business which has been assigned to him for attention by his principal (emphasis added).

Here, First American may have made a mistake while "engage[d] in the transaction of business which [had] been assigned" by CNB, which was to amend the Original Financing Statement, but CNB remains bound and the Termination Statements were effective.

The Termination Statements Are Effective Even if They Were Filed By Mistake C.

The Ninth Circuit has held that a termination statement filed by mistake is effective in terminating the creditor's security interest. In Koehring Company v. Nolden (In re Pacific Trencher & Equip., Inc.), 735 F.2d 362 (9th Cir. 1984), a secured lender agreed to release its security interest in certain of the debtor's assets. It inadvertently checked the termination box and listed the released collateral. Later discovering its mistake, the lender filed a new financing statement. When the debtor filed bankruptcy, the secured lender filed an adversary proceeding seeking to reform its financing statement to provide that it had not been terminated. The Ninth Circuit ruled that reformation did not apply.

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The Ninth Circuit also rejected the argument that mistakenly checking the termination box, but also listing released collateral, was not "seriously misleading" pursuant to section 9506 of the California Commercial Code. The Ninth Circuit held:

> It is not determinative that no actual creditor was misled. It matters that a potential creditor could have been misled. Consequently, it is the conclusion of this court that the error resulting in the termination of the financing statement was seriously misleading viewed from the standpoint of a potential creditor reviewing the records.

Id. at 364 (quotations and citations omitted). The Ninth Circuit also rejected the secured lender's argument that the financing statement was only a termination as to the collateral that was listed. "Checking the Termination box operates as complete termination of the financing statement." Id. at 364-65.

Other courts agree. See Crestar Bank v. Neal (In re Kitchen Equip. Co. of Virginia), 960 F.2d 1242 (4th Cir. 1992) (lender checked termination box, but then listed collateral to be released; held: financing statement was terminated); Peoples Bank of Kentucky, Inc. v. US Bank (In re SJ Cox Enters., Inc.), 2009 WL 939573 *4 (Bankr. E.D. Ky. 2009) ("[t]he filing of a termination statement cannot be considered a minor error."); In re Hampton, 2001 WL 1860362 (Bankr. M.D. Ga. 2001) (creditor was unsecured where it mistakenly terminated financing statement); In re Silvernail Mirror & Glass, Inc., 142 B.R. 987, 989 (Bankr. M.D. Fla. 1992) (court could not apply equitable principles to reinstate creditor's lien against debtor's assets where creditor mistakenly filed a termination statement terminating its financing statement).

Accordingly, even if the Termination Statements were filed by mistake, they were effective in terminating CNB's asserted security interests against the Debtor. The fact that both the termination and release of collateral boxes were checked does not change this result, neither does CNB's subsequent filing of the Correction Statements. As reflected in the Secretary's official record, the Original Financing Statement has been terminated.

IV.

CONCLUSION

Based on the foregoing, there is a bona fide dispute as to the validity of CNB's asserted liens against the Debtor. It appears that CNB's liens were terminated prepetition. Although the

PACHULSKI STANG ZIEHL & JONES LLP Attorners at Law San Francisco, California

Committee does not yet have all the facts, there is clearly enough of an issue here to suspend any immediate distribution of sale proceeds to CNB. In light of this dispute, the Court is also well within its authority to authorize the pending Sale of the Debtor's interests in AFE-Pioneer over CNB's objection (to the extent one is asserted) pursuant to section 363(f)(4) of the Bankruptcy Code. Dated: May 5, 2009 PACHULSKI STANG ZIEHL & JONES LLP

> By /s/ Pamela E. Singer Pamela E. Singer

Attorneys for the Official Committee of **Unsecured Creditors**

ass84002x667828F:65009C# 133-1

DECLARATION OF MAXIM B. LITVAK

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interest in AFE-Pioneer Associates, LP ("AFE-Pioneer"). As part of the Sale Order, the Debtor is required to immediately remit 87.5% of the proceeds of the Sale to CNB, unless the Committee timely raises a defect in CNB's asserted security interests. The Committee's deadline to object was extended by stipulation of the parties and order of the Court to May 5, 2009.

- 3. I am informed that the sale of the Debtor's general partnership interest in AFE-Pioneer has not yet closed and remains pending. There are no other sales that have been approved by the Court to date.
- 4. On August 9, 2004, CNB filed a UCC Financing Statement (the "Original Financing Statement") with the California Secretary of State (the "Secretary"). A true and copy of the Original Financing Statement is attached hereto as **Exhibit A**.
- 5. Based on information provided by the Debtor and CNB, in January 2009, the Debtor sold its general partnership interests in Westgate Housing Associates L.P. ("Westgate") and Greenery Housing Associates, L.P. ("Greenery").
- 6. On January 8, 2009, Rick Bell, an officer of the Debtor, sent an email to CNB attaching proposed releases of CNB's security interests in Westgate and Greenery and escrow instructions with respect to the contemplated sales of such assets. A true and copy of this email is attached hereto as Exhibit B.
- 7. Subsequently, I am informed that CNB delivered correspondence to First American (these documents were also addressed to the Debtor) confirming that CNB would release its security interests in Westgate and Greenery upon payment of the purchase price from the pending sales of these assets. A true and correct copy of this correspondence is attached hereto as **Exhibit C**.
- 8. CNB has informed the Committee that amended financing statements, in the form attached hereto as **Exhibit D**, were also provided by CNB to First American.
- 9. On January 28, 2009, two UCC Financing Statement Amendments (the "Termination Statements") referencing the Original Financing Statement were filed with the Secretary. A true and correct copy of both Termination Statements is attached hereto as Exhibit E.

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- The Termination Statements were duly recorded by the Secretary as having 10. terminated the Original Financing Statement. A true and copy of pertinent excerpts of the summary of UCC filings recorded by the Secretary against the Debtor is attached hereto as Exhibit F.
- On February 6, 2009, CNB filed two additional UCC Financing Statement 11. Amendments (the "Correction Statements"). A true and correct of the Correction Statements are attached hereto as Exhibit G.

To the best of my knowledge, I declare under penalty of perjury that the foregoing is true and correct.

Executed this 5th day of May 2009, at San Francisco, California.

/s/ Maxim B. Litvak Maxim B. Litvak

Exhibit A

Case: 09-41727 Doc# 133-2 Filed: 05/05/09 Entered: 05/05/09 16:01:42 Page 1 of 2

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FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV, 07/28/98)

Exhibit B

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Page 1 of 1

Pamela Singer

To:

Pamela Singer

Subject:

FW: A.F. Evans Company Ca UCC3.pdf

Importance:

Attachments: Greenery CNB.pdf; Westgate CNB.pdf; Greenery Housing UCC3.pdf; Westgate Housing Ca

UCC3.pdf

From: McDermott, Jerry [mailto:Jerry.McDermott@cnb.com]

Sent: Thursday, January 08, 2009 2:23 PM

To: Frank Pepler

Subject: FW: A.F. Evans Company Ca UCC3.pdf

Importance: High

Please review and advise

Jerry McDermott City National Bank 555 South Flower Street, 16th floor Los Angeles, CA 90071 213-673-8928 Fax 213-673-8958

This message is intended only for the use of the addressee and may contain confidential, privileged information. If you are not the intended recepient, you may not use, copy or disclose any information contained in the message. If you have received this message in error, please notify the sender by reply email and delete the message.

----Original Message----



From: Rick Bell - Corporate [mailto:rbell@afevans.com]

Sent: Thursday, January 08, 2009 2:11 PM

To: McDermott, Jerry

Cc: Natalia Williams - AF Evans Development, Inc.; Renée Stenesen; MLewis@fbm.com

Subject: FW: A.F. Evans Company Ca UCC3.pdf

Importance: High

Jerry attached are UCC releases and escrow instructions for Greenery and Westgate. We have separated them in case the closings are not simultaneous. At this point it looks like both will close tomorrow.

Please sign and submit to Renee at First American. Thank you.

Rick Bell AF Evans Company, Inc. 1000 Broadway, Suite 300 Oakland, CA 94607 Ph: 510.267.4682 Fx: 510.891.9004 rbell@afevans.com www.afevans.com

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January 8, 2009

AF Evans Company, Inc. 1000 Broadway, Suite 300 Oakland CA 94607 Attn: Rick Bell First American Title Insurance Company 1737 North First Street, Suite 100 San Jose, CA 95112 Attn: Renee Stevensen

Re:

Sale of General Partner Interests in Greenery Housing Associates, L P by AF

Evans Company, Inc. ("Debtor")

Dear Mr Bell and Ms Stevensen.

Effective upon the receipt by First American Title Insurance Company (the "Title Company") of the purchase price for the above-referenced sale and the Title Company's confirmation to the undersigned that it is prepared to close such sale and in connection therewith deliver \$37,500 to the account of City National Bank as set forth in Exhibit A, City National Bank hereby releases all of its right, title and interest in the property described on Exhibit B and authorizes the filing of appropriate amendments to UCC Financing Statement No. 04-1000359638, filed with the Secretary of the State of California.

The Reliant Group, a California corporation, may rely upon the release and authorization set forth in this letter.

This letter shall be void and of no further effect if the above-referenced sale has not closed before the close of business on January 14, 2009.

CITY NATIONAL BANK

By ______

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Case: 09-41727 Doc# 133-3 Filed: 05/05/09 Entered: 05/05/09 16:01:42 Page 3 of 10

EXHIBIT A WIRING INSTRUCTIONS

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EXHIBIT B

All of the right, title and interest of Debtor and Debtor's affiliates in and to cash flow and other distributions, capital profits and losses, tax credits, and otherwise in and to Greenery Housing Associates, L.P., a California limited partnership, and Westgate Housing Associates, L.P., a California Limited partnership (collectively, the "Partnerships"), including but not limited to all allocations and distributions, all management, voting and other rights under any organizational and operational agreements, and all rights to any receivables relating to The Greenery apartment project in Woodland, California or the Westgate Gardens apartment project in Fresno, California or the Partnerships, including but not limited to deferred development fees, management fees, incentive management fees, fees payable under any real service agreements (except for current liabilities (less than 30 days old) owed to Evans Property Management, Inc. in its capacity as property management aged for the Projects), partnership service agreements, or real estate brokerage agreements, member loans, voluntary loans, operating deficit loans, development deficit loans, credit adjustment notes, refunds of taxes, insurance, or any other overpayments made intentionally or unintentionally in any periods prior to January 8, 2009, and any other such receivables.

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Case: 09-41727 Doc# 133-3 Filed: 05/05/09 Entered: 05/05/09 16:01:42 Page 5

January 8, 2009

AF Evans Company, Inc. 1000 Broadway, Suite 300 Oakland CA 94607 Attn: Rick Bell First American Title Insurance Company 1737 North First Street, Suite 100 San Jose, CA 95112 Attn: Renee Stevensen

Re: Sale of General Partner Interests in Westgate Housing Associates L.P. by AF Evans Company, Inc. ("Debtor")

Dear Mr. Bell and Ms Stevensen:

Effective upon the receipt by First American Title Insurance Company (the "Title Company") of the purchase price for the above-referenced sale and the Title Company's confirmation to the undersigned that it is prepared to close such sale and in connection therewith deliver \$37,500 to the account of City National Bank as set forth in Exhibit A, City National Bank hereby releases all of its right, title and interest in the property described on Exhibit B and authorizes the filing of appropriate amendments to UCC Financing Statement No. 04-1000359638, filed with the Secretary of the State of California.

The Reliant Group, a California corporation, may rely upon the release and authorization set forth in this letter.

This letter shall be void and of no further effect if the above-referenced sale has not closed before the close of business on January 14, 2009

CITY NATIONAL BANK

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EXHIBIT A

WIRING INSTRUCTIONS

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EXHIBIT B

All of the right, title and interest of Debtor and Debtor's affiliates in and to cash flow and other distributions, capital profits and losses, tax credits, and otherwise in and to Greenery Housing Associates, L.P., a California limited partnership, and Westgate Housing Associates, L.P., a California Limited partnership (collectively, the "Partnerships"), including but not limited to all allocations and distributions, all management, voting and other rights under any organizational and operational agreements, and all rights to any receivables relating to The Greenery apartment project in Woodland, California or the Westgate Gardens apartment project in Fresno, California or the Partnerships, including but not limited to deferred development fees, management fees, incentive management fees, fees payable under any real service agreements (except for current liabilities (less than 30 days old) owed to Evans Property Management, Inc. in its capacity as property management aged for the Projects), partnership service agreements, or real estate brokerage agreements, member loans, voluntary loans, operating deficit loans, development deficit loans, credit adjustment notes, refunds of taxes, insurance, or any other overpayments made intentionally or unintentionally in any periods prior to January 8, 2009, and any other such receivables.

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U	CC FINANCIN	G STATEMENT AMENDMEN	IT				
		IS (front and back) CAREFULLY CONTACT AT FILER [optional]					
B	SEND ACKNOWLED	GMENT TO: (Name and Address)					
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	1000 Broadw	• •	ľ				
	Oakland, CA	94007					
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	75. INDIVIDUAL'S LAST	NAME	FIRST NAME		MIDDLE	NAME	SUFFIX
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FILING OFFICE COPY - UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

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	G STATEMENT AMENDMEN	г		
	IS (front and back) CAREFULLY CONTACT AT FILER [optional]			
B. SEND ACKNOWLED	GMENT TO: (Name and Address)			
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Oakland, CA				
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7c. MAILING ADDRESS	·····	CITY	STATE POSTAL CODE	COUNTRY
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FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

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Exhibit C

January 8, 2009

AF Evans Company, Inc. 1000 Broadway, Suite 300 Oakland CA 94607 Attn: Rick Bell First American Title Insurance Company 1737 North First Street, Suite 100 San Jose, CA 95112 Attn: Renee Stevensen

Re: Sale of General Partner Interests in Greenery Housing Associates, L P by AF Evans Company, Inc. ("Debtor")

Dear Mr Bell and Ms Stevensen.

Effective upon the receipt by First American Title Insurance Company (the "Title Company") of the purchase price for the above-referenced sale and the Title Company's confirmation to the undersigned that it is prepared to close such sale and in connection therewith deliver \$37,500 to the account of City National Bank as set forth in Exhibit A, City National Bank hereby releases all of its right, title and interest in the property described on Exhibit B and authorizes the filing of appropriate amendments to UCC Financing Statement No. 04-1000359638, filed with the Secretary of the State of California

The Reliant Group, a California corporation, may rely upon the release and authorization set forth in this letter.

This letter shall be void and of no further effect if the above-referenced sale has not closed before the close of business on January 14, 2009.

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EXHIBIT A WIRING INSTRUCTIONS

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EXHIBIT B

All of the right, title and interest of Debtor and Debtor's affiliates in and to cash flow and other distributions, capital profits and losses, tax credits, and otherwise in and to Greenery Housing Associates, L.P., a California limited partnership, and Westgate Housing Associates, L.P., a California Limited partnership (collectively, the "Partnerships"), including but not limited to all allocations and distributions, all management, voting and other rights under any organizational and operational agreements, and all rights to any receivables relating to The Greenery apartment project in Woodland, California or the Westgate Gardens apartment project in Fresno, California or the Partnerships, including but not limited to deferred development fees, management fees, incentive management fees, fees payable under any real service agreements (except for current liabilities (less than 30 days old) owed to Evans Property Management, Inc. in its capacity as property management aged for the Projects), partnership service agreements, or real estate brokerage agreements, member loans, voluntary loans, operating deficit loans, development deficit loans, credit adjustment notes, refunds of taxes, insurance, or any other overpayments made intentionally or unintentionally in any periods prior to January 8, 2009, and any other such receivables.

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January 8, 2009

AF Evans Company, Inc. 1000 Broadway, Suite 300 Oakland CA 94607 Attn: Rick Bell First American Title Insurance Company 1737 North First Street, Suite 100 San Jose, CA 95112 Attn: Renee Stevensen

Re:

Sale of General Partner Interests in Westgate Housing Associates L.P. by AF Evans Company, Inc. ("Debtor")

Dear Mr. Bell and Ms. Stevensen:

Effective upon the receipt by First American Title Insurance Company (the "Title Company") of the purchase price for the above-referenced sale and the Title Company's confirmation to the undersigned that it is prepared to close such sale and in connection therewith deliver \$37,500 to the account of City National Bank as set forth in Exhibit A, City National Bank hereby releases all of its right, title and interest in the property described on Exhibit B and authorizes the filing of appropriate amendments to UCC Financing Statement No. 04-1000359638, filed with the Secretary of the State of California.

The Reliant Group, a California corporation, may rely upon the release and authorization set forth in this letter

This letter shall be void and of no further effect if the above-referenced sale has not closed before the close of business on January 14, 2009

CITY NATIONAL BANK

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Case: 09-41727 Doc# 133-4 Filed: 05/05/09 Entered: 05/05/09 16:01:42 Page 5

EXHIBIT A WIRING INSTRUCTIONS

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EXHIBIT B

All of the right, title and interest of Debtor and Debtor's affiliates in and to cash flow and other distributions, capital profits and losses, tax credits, and otherwise in and to Greenery Housing Associates, L.P., a California limited partnership, and Westgate Housing Associates, L.P., a California Limited partnership (collectively, the "Partnershlps"), including but not limited to all allocations and distributions, all management, voting and other rights under any organizational and operational agreements, and all rights to any receivables relating to The Greenery apartment project in Woodland, California or the Westgate Gardens apartment project in Fresno, California or the Partnerships, including but not limited to deferred development fees, management fees, incentive management fees, fees payable under any real service agreements (except for current liabilities (less than 30 days old) owed to Evans Property Management, Inc. in its capacity as property management aged for the Projects), partnership service agreements, or real estate brokerage agreements, member loans, voluntary loans, operating deficit loans, development deficit loans, credit adjustment notes, refunds of taxes, insurance, or any other overpayments made intentionally or unintentionally in any periods prior to January 8, 2009, and any other such receivables

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Exhibit D

Case: 09-41727 Doc# 133-5 Filed: 05/05/09 Entered: 05/05/09 16:01:42 Page 1

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FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

UCC FINANCING STATEMENT AMENDMEN	Т		
FOLLOW INSTRUCTIONS (front and back) CAREFULLY A. NAME & PHONE OF CONTACT AT FILER [optional]			
B. SEND ACKNOWLEDGMENT TO: (Name and Address)			
	—J		
A.F. Evans Company, Inc. 1000 Broadway, Suite 300 Oakland, CA 94607			
L			
1a. INITIAL FINANCING STATEMENT FILE #	THE ABOVE SPA	16. This FINANCING STATEMENT A	
04-1000359638		lo he filed (for record) (or recorde REAL ESTATE RECORDS.	ed) in the
2. TERMINATION: Effectiveness of the Financing Statement identified above is		Secured Party authorizing this Termination	
 CONTINUATION: Effectiveness of the Financing Statement identified above continued for the additional period provided by applicable law. 	e with respect to security interest(s) of the Secured	Party authorizing this Continuation State	iment is
4. ASSIGNMENT (tult or partial): Give name of assignee in item 7a or 7b and a	ddress of assignee in item 7c; and also give name of	assignor in item ຄ.	
 AMENDMENT (PARTY INFORMATION): This Amendment effects Deb Also check one of the following three boxes and provide appropriate information in its 	otor or Secured Party of record. Check only o	ne of these two boxes.	
CHANGE name and/or address: Please refer to the detailed instructions	DELETE name: Give record name	ADO name: Complete item 7a or 7b, a	nd also itam 7c;
6. CURRENT RECORD INFORMATION:	to be deleted in item 6a or 6b.	also complete items 7e-7g (if applicab	(e),
6a. ORGANIZATION'S NAME			
OR C. INDIVIDUALIS ACTUANS			· · · · · · ·
GB. INDIVIDUAL'S LAST NAME	FIRSTNAME	MIDDLE NAME	SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION:			
7a. ORGANIZATION'S NAME			
OR			
7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDOLE NAME	SUFFIX
7c. MAILING ADDRESS	cry	STATE POSTAL CODE	COUNTRY
7d SEE INSTRUCTIONS ADD'L INFO RE 7e. TYPE OF ORGANIZATION DEBTOR	71. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any	Пиои
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10 OPTIONAL FILER REFERENCE DATA	.]		

FILING OFFICE COPY -- UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Exhibit E

DLLOW INSTRUCTIONS . NAME & PHONE OF CO	y, Suite 300	MENT	-	01, SO:	718598 /28/2009 /4 /4 /4 /4 /4 /4 /4 /4 /4 /4 /4 /4 /4	17:00 FILED
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	ictiveness of the Financing Statement identif	ied above is terminated with re	spect to security interest(s) of the		AL ESTATE RECORDS. ty authorizing this Termin	nation Statement.
CONTINUATION: E	flectiveness of the Financing Statement ide					
	partiel): Give name of assignee in item 7a	or 7b and address of assigned	in tem 7c; and elso give name of	assignor in s	tern 9,	
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adds colleteral or adds the ar	ARTY OF RECORD AUTHORIZING uthorizing Debtor, or if this is a Termination	FHIS AMENDMENT (name authorized by a Debtor, check	of assignor, if this is an Assignme here and enter name of DEB	nt). If this is ITOR author	an Amendment authorizations this Amendment.	d by a Debtor whi
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6a. ORGANIZATION'S NA City National Bank						

Case: 09-41727 Doc# 133-6 Filed: 05/05/09 Entered: 05/05/09 16:01:42 Page 2

CC FINAN	ICING STATEMENT AME	NDMENT	0971: 01/28/			
	JCTIONS (front and back) CAREFULLY NE OF CONTACT AT FILER [optional]				FILED	
SEND ACKNO	WLEDGMENT TO: (Name and Address)				CALIFORNIA SECRETARY OF ST	ATE
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INITIAL FINANC 4-100035963	ING STATEMENT FILE #			b. This FIN	NCING STATEMENT	AMENDMENT
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ASSIGNME	NT (full or partial): Give name of assignee in ite	ım 7a or 7b and address of assignee in	stem 7c; end also give name of ass	Ignor in item S		
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T CHANGE near	e and/or address. Please refer to the detailed instructioning the name/address of a party.	tions DELETE name	Give record name	ADDname:	Complete item 7a or 7b.	and also item 7
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	V) OR ADDED INFORMATION.					
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Exhibit F

Case: 09-41727 Doc# 133-7 Filed: 05/05/09 Entered: 05/05/09 16:01:42 Page 1



SECRETARY OF STATE STATE OF CALIFORNIA

Search Certificate

SEARCH REQUESTED ON:

04/22/2009

Organization Debtor: A.F. EVANS

Address: NOT SPECIFIED

Date Range From: NOT SPECIFIED

Search: ALL

* Indicates Filings that have been accepted after the Certification Date.

Original Filing #	Filing Type	File Date	File Time	Lapse Date	# of Pages	
98-18861149	Financing Statement	07/06/1998	08:00	07/07/2008	1	
Debtor: Organization: Secured Party: Organization:	A. F. EVANS COMPANY, IN 2000 CROW CANYON PL S REDWOOD BANK 735 MONTGOMERY ST, SA	TE 130, SAN			3	
Amendment Filing #	Filing Type	File Date	File Time		# of Pages	
02-085C0135	Termination	03/25/2002	15:43		1	
03-091 C0290	Continuation	03/28/2003	17:00		1	
Original Filing #	Filing Type	File Date	File Time	Lapse Date	# of Pages	
98-30060942	Financing Statement	10/20/1998	08:00	10/20/2013	1	
<u>Debtor:</u> Individual:	EVANS ARTHUR F 2000 CROW CANYON PL, S	STE 130, SAN	I RAMON C	CA USA, 9458	33	
Organization:	A.F. EVANS COMPANY, INC. 2000 CROW CANYON PL, STE 130, SAN RAMON CA USA, 94583					
Secured Party: Organization:	CITY NATIONAL BANK 831 SO DOUGLAS STREET STE#100, EL SEGUNDO CA USA, 90245					

Document Number: 20806920003 Page 1 of 16

Case: 09-41727 Doc# 133-7 Filed: 05/05/09 Entered: 05/05/09 16:01:42 Page 2

Continue

1000 BROADWAY, SUITE 450, OAKLAND CA USA, 94607

Organization:

APPIAN GROUP INVESTORS II, LLC

617 LOCUST STREET, SAUSALITO CA USA, 94965

<u>Amendment</u>

 Filing #
 Filing Type
 File Date
 File Time
 # of Pages

 04-70088132
 Termination
 12/17/2004
 14:43
 1

Original Filing # Filing Type File Date File Time Lapse Date # of Pages

04-17060445 Financing Statement 06/09/2004 17:00 06/09/2009 1

Debtor:

Organization: A.F. E\

A.F. EVANS COMPANY, INC

1000 BROADWAY #450, OAKLAND CA USA, 94607

Secured Party:

Organization:

DELL FINANCIAL SERVICES, L.P.

12234 N. IH-35, BLDG. B, AUSTIN TX USA, 78753

Original Filing # Filing Type File Date File Time Lapse Date # of Pages

04-20862098 Financing Statement 07/21/2004 17:00 07/21/2009 1

<u>Debtor:</u>

Organization:

A.F. EVANS COMPANY, INC.

1000 BROADWAY SUITE 450, OAKLAND CA USA, 94607

Secured Party:

Organization:

KEY EQUIPMENT FINANCE, A DIVISION OF KEY CORPORATE

CAPITAL INC.

66 SOUTH PEARL STREET, ALBANY NY USA, 12207

Amendment

 Filing #
 Filing Type
 File Date
 File Time
 # of Pages

 06-70653172
 Termination
 04/06/2006
 12:35
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Original Filing # Filing Type File Date File Time Lapse Date # of Pages

04-1000359638 Financing Statement 08/09/2004 13:48 08/09/2014 1

Debtor:

Organization:

A. F. EVANS COMPANY, INC.

1000 BROADWAY, SUITE 300, OAKLAND CA USA, 94607

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Continue

Debtor:

Organization: A. F. EVANS COMPANY, INC.

1000 BROADWAY, SUITE 300, OAKLAND CA USA, 94807

A.F. EVANS COMPANY, INC.

1000 BROADWAY, SUITE 450, OAKLAND CA USA, 94607

Secured Party:

Organization: CITY NATIONAL BANK

150 CALIFORNIA STREET, 13TH FLOOR, SAN FRANCISCO CA USA,

94111

04-1000360044	Financing Statement	08/09/2004 13:48	08/09/2009 1
Original Filing #	Filing Type	File Date File Time	Lapse Date # of Pages
09-71893021	Continuation	03/03/2009 09:51	1
09-71869898	Amendment	02/05/2009 17:03	1
09-71869896	Amendment	02/05/2009 17:01	1
09-71869602	Amendment	02/05/2009 12:29	1
09-71859885	Termination	01/28/2009 17:00	1
09-71859849	Termination	01/28/2009 17:00	1
08-71825079	Amendment	12/23/2008 12:12	1
08-71586037	Amendment	05/19/2008 12:59	2
08-71584853	Amendment	05/16/2008 16:30	1
05-70289249	Amendment	05/31/2005 17:00	1
05-70183972	Amendment	03/07/2005 17:00	1
Amendment Filing #	Filing Type	File Date File Time	# of Pages

Debtor:

Organization: A. F. EVANS COMPANY, INC.

1000 BROADWAY, SUITE 300, OAKLAND CA USA, 94607

Secured Party:

Organization: CIVIC BANK OF COMMERCE

2101 WEBSTER STREET, 14TH FLOOR, OAKLAND CA USA, 94612

<u>Amendment</u>

 Filing #
 Filing Type
 File Date
 File Time
 # of Pages

 06-70653168
 Termination
 04/06/2006
 12:35
 1

Document Number: 20806920003 Page 9 of 16

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	Total Pages:	169
Continue		

The undersigned Filing Officer hereby certifies that the above listing is a record of all presently active financing statements, tax liens, attachment liens and judgement liens, including any change documents relating to them, which name the above debtor, subject to any above-stated search qualifiers and are on file in my office as of 04/19/2009 at 1700 hours.

The search results herein reflect only the specific information requested. The results of this Debtor search will not reflect variances of this name. If the Debtor is known under other personal names, trade names, business entities, or addresses, separate searches of these names will have to be requested and conducted. The Secretary of State, his officers and agents disclaim any and all liability for claims resulting from other filings on which the name of the Debtor can be found in any other form than which was requested.

Debra Bowen Secretary of State

Jetus Bowen

Exhibit G

Case: 09-41727 Doc# 133-8 Filed: 05/05/09 Entered: 05/05/09 16:01:42 Page 1

UCC FINANCING STAT	TEMENT AMENDMEN	IT					
FOLLOW INSTRUCTIONS (front an	nd back) CAREFULLY						
A. NAME & PHONE OF CONTACT							
T. Scott Bucey							
415-738-3342							
B. SEND ACKNOWLEDGMENT TO	: (Name and Address)		\neg				
Pepler Mastromonaco LLP	-						
100 FIRST STREET			DOCU	MENT NU	MBER: 19	988460002	
25TH FLOOR			FILING	G NUMBER	R: 09-71869	9896	
San Francisco, CA 94105			FILING	G DATE: 02	2/05/2009 1	17:01	
USA			IMAGE	GENERA	TED ELEC	CTRONICALLY FO	R WEB FILING
						R CA FILING OFF	
18. INITIAL FINANCING STATEME	NT FILE #		hb.lThe	s FINANCI	NG STATE	EMENT AMENDME	ENT is to be
04-1000359638			RECORD:	recoraj (vi S.	recorded	i) in the REAL EST	ATE
2. TERMINATION: Effectiveness authorizing this Termination.			ited with res	pect to sec			•
3. CONTINUATION: Effectiveness Continuation Statement is continued	for the additional period provided	t by applicable law.					
4. MASSIGNMENT (full or partial):	Give name of assignee in item 7	a or 7b and address	of assignee	in item 7c;	; and also g	ive name of assign	nor in item 9.
5. AMENDMENT (PARTY INFORMA	ATION): This Amendment affects	Debtor or Secu	red Party of	record. Ch	eck only <u>o</u>	ne of these.	
Also check one of the following three					ADI		71
CHANGE name and/or address: instructions in regards to changir	ng the name/address of a party.	DELETE nar be deleted in	ne: Give rec	ord name 6b.	lo [ADL and	D name: Complete i also item 7c	item 7a or 7b,
6. CURRENT RECORD INFORMATI 6a. ORGANIZATION'S NAME	ON:						
OR 66. INDIVIDUAL'S LAST NAME		FIRST NAME			MIDDLE	IAME	SUFFIX
7. CHANGED (NEW) OR ADDED IN	FORMATION:						
78. ORGANIZATION'S NAME							
OR 76. INDIVIDUAL'S LAST NAME		FIRST NAME			MIDDLE	IAME	SUFFIX
7c. MAILING ADDRESS		СІТҮ			STATE	POSTAL CODE	COUNTRY
7d. SEE ADD'L DEBTOR IN	FO	7e. TYPE OF ORGANIZATION	71. JURISI	DICTION	7g. ORGA	NIZATIONAL ID#,	, if any
INSTRUCTIONS		ONGANIZATION	Or Onda	NILA IIC.			NONE
8. AMENDMENT (COLLATERAL CH	ANGE): check only one box.						
Describe collateral deleted or	added, or give entire restated	collateral description	, or describe	collateral	assigne	d.	
In respect of that UCC Amendme	ent filed as document no. 097	1859849, Secured	Party auth	orized on	ly the rele	ease from initial f	financing
statement 04-1000359638 of all r	right, title and interest of the I	Debtor and the Del	btor's affili	iates in and	id to the ca	ash flow and othe	er
distributions from the Westgate F							
not and does not authorize the ter							
04-1000359638 or other amendm							
		_					
9. NAME of SECURED PARTY of RE							
authorized by Debtor which adds colla DEBTOR authorizing this amendment		ctor, or if this is a Teri	mination aut	thorized by	a Debtor,	check here 1and	enter name of
a. ORGANIZATION'S NAME							
OR city national bank b. INDIVIDUAL'S LAST NAME		FIRST N	AME	MIDI	DLE NAME	SUFFIX	
10. OPTIONAL FILER REFERENCE	DATA					_	
1664-0009							

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U	CC FINA	NCING STATEMENT AMENDMEN	١T					
FO	LLOW INSTR	RUCTIONS (front and back) CAREFULLY						
A.	NAME & PHO	ONE OF CONTACT AT FILER [optional]			7			
	Scott Buce							
41	5-738-3342	2						
		OWLEDGMENT TO: (Name and Address)			7			
Pε	epler Mastro	omonaco LLP						
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	TH FLOOF				FILING NUMBER			
		co, CA 94105			FILING DATE: 0:		17:03 CTRONICALLY FOR	WER FILING
U٤	3A				THE ABOVE SP.	ACE IS FO	R CA FILING OFFIC	E USE ONLY
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	-1000359638				RECORDS.		i) in the REAL ESTA	
auti	nonzing this i	FION: Effectiveness of the Financing Statement identifermination.						
3. I Cor	CONTINUA ntinuation Stat	ATION: Effectiveness of the Financing Statement ider tement is continued for the additional period provided	o by applicabl	ne law.				
4. [ASSIGNME	ENT (full or partial): Give name of assignee in item 7	7a or 7b and	address of	assignee in item 7c	; and also	give name of assigno	r in item 9.
5. A	MENDMENT	(PARTY INFORMATION): This Amendment affects of the following three boxes and provide appropriate in	Debtor or	Secure	Party of record. Cl	neck only <u>o</u>	ne of these.	
Alst	CHANGE N	of the following three boxes <u>and</u> provide appropriate in ame and/or address: Please refer to the detailed	Mormation in	items o an	d/or 7. ··· Give record name	to i''' ADI	D name: Complete Ite	70 or 7h
	instructions is	in regards to changing the name/address of a party.	be d	eleted in it	em 6a or 6b.	and	l also item 7c	/TT / a UI / b,
		CORD INFORMATION:						
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		EW) OR ADDED INFORMATION:						
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\Box		JAL'S LAST NAME	FIRST NAM	E		MIDDLE		SUFFIX
7c.	MAILING AD		СПҮ			STATE	POSTAL CODE	COUNTRY
	SEE TRUCTIONS	ADD'L DEBTOR INFO	7e. TYPE O ORGANIZA		7. JURISDICTION OF ORGANIZATION	7g. ORG/	ANIZATIONAL ID#, II	
			Onda		/r Undames			NONE
8. A Des	MENDMENT scribe collater	(COLLATERAL CHANGE): check only one box. aldeleted oradded, or give entiredrestated	collateral de	scription, o	r describe collateral	assigne	ed.	
		-						
In r	espect of th	at UCC Amendment filed as document no. 097	/1859885, S	ecured P	arty authorized or	dy the rele	ease from initial fir	nancing
stat	tement 04-10	000359638 of all right, title and interest of the	Debtor and	the Debto	or's affiliates in an	nd to the c	ash flow and other	:
dist	tributions fro	om the Greenery Housing Associates, L.P., as a	specifically	provided	in Paragraph 8 of	f documen	nt no. 0971859885	and
		did not and does not authorize the termination p				ю. 097185	9885 of initial fina	ancing
stat	ement 04-10	000359638 or other amendment or modification	n to such in	itial finan	cing statement.			
9. N	AME of SEC	URED PARTY of RECORD AUTHORIZING THIS AS	MENDMENT	(name of	assignor, if this is an	Assignme	nt). If this is an Amen	dment
auth	norized by Deb	btor which adds collateral or adds the authorizing Del zing this amendment.	btor, or if this	is a Termi	nation authorized by	/ a Debtor,	check hereand er	nter name of
П	a. ORGANIZA	ATION'S NAME						
	city national b. INDIVIDUA	I bank AL'S LAST NAME		FIRST NAM	NE MID	DLE NAME	SUFFIX	
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110.	OPTIONAL F	ILER REFERENCE DATA						

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Cacais 09r417/27F:651930c# 133-9 Filed: 05/05/09 Entered: 05/05/09 16:01:42 Page 1

PROOF OF SERVICE I, Kati L. Suk, am employed in the city and county of San Francisco, State of California. I am over the age of 18 and not a party to the within action; my business address is 150 California OBJECTION OF OFFICIAL COMMITTEE OF UNSECURED CREDITORS TO DISTRIBUTION OF SALE PROCEEDS TO CITY NATIONAL BANK DECLARATION OF MAXIM B. LITVAK IN SUPPORT OF OBJECTION OF OFFICIAL COMMITTEE OF UNSECURED CREDITORS TO DISTRIBUTION OF SALE by email or U.S. Mail as indicated on the attached service list: (BY MAIL) I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at San Francisco, California, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit. (BY EMAIL) I caused to be served the above-described document by email to the parties indicated on the attached service list at the indicated email address. I declare under penalty of perjury, under the laws of the State of California and the United Executed on May 5, 2009, at San Francisco, California. <u>Katherine Suk</u> Katherine Suk

1		Service List	
2			
3	VIA US MAIL	VIA EMAIL	VIA US MAIL
4	Debtor A.F.Evans Company, Inc.	Counsel to the Debtor Chris D. Kuhner	Office of the U.S. Trustee/Oak Office of the U.S. Trustee
5	Attn: Richard A. Bell Responsible Individual 1000 Broadway, Ste 300	Eric Nyberg Kornfield, Nyberg, Bendes and Kuhner	1301 Clay St. #690N Oakland, CA 94612
6	Oakland, CA 94607	1999 Harrison St. #2675 Oakland, CA 94612	
7		Email: <u>c.kuhner@kornfieldlaw.com</u> <u>e.nyberg@kornfieldlaw.com</u>	
8		Secured Creditors	
Ü		VIA US MAIL	VIA US MAIL
9		Central Valley Community Bank	City National Bank
10		Attn: Pat Carment	Loan Center
10		60 W. 10 th Street	PO Box 60938
11	VIA US MAIL	Tracy, CA 95376 VIA US MAIL	Los Angeles, CA 90060-0938 VIA US MAIL
12	CP III Evans LLC	Cushrex/Byron Park Investors LP	Heritage Bank of Commerce
13	1000 Sansome St. Ste 180	1801 Oakland Blvd. #200	150 Almaden Blvd.
13	San Francisco, CA 94111	Walnut Creek, CA 94596 Requests for Special Notice	San Jose, CA 95113
14	VIA EMAIL	VIA US MAIL	I VIA US MAIL
15	VIA EMAIL Attorneys for Donald Engle and Engle Development Services, Inc.	VIA US MAIL Attorneys for Central Valley Community Bank	VIA US MAIL Representative for tw telecom inc. Linda Boyle
	Attorneys for Donald Engle and Engle Development Services, Inc. William E. Adams	Attorneys for Central Valley Community Bank Mark V. Isola, Esq.	Representative for tw telecom inc. Linda Boyle tw telecom inc.
15	Attorneys for Donald Engle and Engle Development Services, Inc. William E. Adams Quin E. Marshall David C. Lee	Attorneys for Central Valley Community Bank Mark V. Isola, Esq. Rehon & Roberts 10 Almaden Blvd., Suite 550	Representative for tw telecom inc. Linda Boyle
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15 16 17 18 19 20 21 22	Attorneys for Donald Engle and Engle Development Services, Inc. William E. Adams Quin E. Marshall David C. Lee Fitzgerald Abbott & Beardsley LLP 1221 Broadway, 21 st Floor Oakland, CA 94612 Email: wadams@fablaw.com gmarshall@fablaw.com	Attorneys for Central Valley Community Bank Mark V. Isola, Esq. Rehon & Roberts 10 Almaden Blvd., Suite 550	Representative for tw telecom inc. Linda Boyle tw telecom inc. 10475 Park Meadows Drive, #400

1	VIA EMAIL	VIA US MAIL	VIA EMAIL
2	Attorneys for Affordable Housing Eastshore Manor I, LLC; MMA	State of Washington Zachary Mosner	Attorneys for U.S. Bank National Association
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10	gfornario@nixonpeabody.com VIA EMAIL	VIA EMAIL	VIA EMAIL
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16	MW Housing Partners III, L.P. Lorrie Scott	Attorneys for City National Bank Frank T. Pepler	Attorneys for Union Bank, N.A. c/o Robert B. Kaplan, Esq.
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22	XVII, Inc. Margaret M. Mann, Esq.	LLP One Market Plaza, Steuart Tower,	Machtinger LLP 1900 Avenue of the Stars, 21st Floor
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24	501 West Broadway, 19 th Floor San Diego, CA 92101-3596	Fax: 415-781-2635 Email: <u>Lillian.stenfeldt@sdma.com</u> Robert.gebhard@sdma.com	Email: jkrieger@greenbergglusker.com
25		корен. дернага (ф. зата. сот	
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27			
28 .			

27

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3	Arnold E. Brown Apex Real Estate	Housing corporation, and Promenade Housing Corporation	Jeffery D. Trowbridge Attorney at Law
4	32 Washington Avenue, Suite B Point Richmond, CA 94801	Citizens Housing Corporation c/o Gregg M. Ficks, Esw.	180 Grand Avenue, Suite 1550 Oakland, CA 94612
5	Fax: 510-253-3053 Email: abrown@apexreadvisors.com	Coblentz, Patch, Duffy & Bass, LLP One Ferry Building, Suite 200	Fax: 510-832-7228 Email: jdt3656@sbcglobal.net
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8			VIAEWAIL
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10	Kathryn S. Diemer 75 E. Santa Clara Street	200 Pleasanton, CA 94516	Randy Michelson Michelson Law Group 150 Spear Street, Suite 1600
11	San Jose, CA 95113		San Francisco, CA 94105 email:
12			randy.michelson@michelsonlawgrou p.com
13	<u>VIA EMAIL</u>	<u>VIA US MAIL</u>	
14	Attorneys for Hudson Housing Capital LLC	Attorneys for CharterMac Corporate Partners XXXIII, L.P.,	
15	Hudson Housing Capital LLC c/o Howard J. Weg	CharterMac Corporate XXXIII SLP LLC, Centerline Corporate	
16	Peitzman, Weg & Kempinsky LLP 10100 Santa Monica Blvd., Suite 1450	Partners XXXII LP, and ChaterMac Corporate XXXII	
17	Los Angeles, CA 90067 Email: <u>hweg@pwkllp.com</u>	SLP LLC Robert A. Abrams, Esq.	
18		Katsky Korins LLP 605 Third Avenue New York, NY 10158-0038	
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